### **TEMPORARY RESTRAINING ORDER: TRC 687,688**

THE STATE OF TEXAS:

Cause No. 24-097-DCCV-00056

**AGTEXAS FARM CREDIT SERVICES:** 

AGTEXAS, PCA

VS

DOUBLE H DAIRY, LLC; HENRIK HAUSCHILDT; RICARDA HAUSCHILDT IN THE 220TH DISTRICT COURT

OF

HAMILTON COUNTY, TEXAS

TO: Double H Dairy, LLC

OR

OR

Henrick Hauschildt, Agent

1112 CR 420 STEPHENVILLE TX 76401 1455 CR 386

910 E FM 219

STEPHENVILLE.TX 76401

HICO, TX 76457

WHEREAS, AGTEXAS FARM CREDIT SERVICES AND AGTEXAS, PCA, filed a TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING in the 220th District Court of Hamilton County, Texas, on this the 11th day of June, 2024, in a suit numbered 24-097-DCCV-00056 on the Docket of said Court, where AgTexas Farm Credit Services and AgTexas, PCA is Petitioner(s) and Double H Dairy, LLC; Henrik Hauschildt; Ricarda Hauschildt are Respondent(s), appeared as per attached copy of: TEMPORARY RESTRAINING ORDER and CASH BOND.

Upon presentation of said petition to him and consideration, thereof, the Honorable Shaun Carpenter, District Judge, made the following order: The requirement for a bond having been \$10,000, you are therefore commanded to desist and refrain from the commission or continuance of the act enjoined, or to obey and execute such order as the judge has seen proper to make, more fully explained in the attached copy of: TEMPORARY RESTRAINING ORDER and CASH BOND, until and pending the hearing of such petition upon Petitioner's Application for a temporary injunction/restraining order before the judge of said court at Hamilton. Texas in the 220th Judicial District Courtroom, located at the Courthouse in Hamilton County, Texas, when and where you will appear to show cause why injunction/restraining order should not be granted upon such petition effective until final decree/order in such suit.

### A HEARING HAS BEEN SCHEDULED FOR JUNE 26<sup>TH</sup>, 2024 AT 9:00 a.m. IN HAMILTON, TEXAS.

Issued and given under my hand and seal of said Court at Hamilton, Texas this on this the 18th day of June, 2024.

Attorney for Plaintiff: David L. LeBas 8310 N Capital Of Texas Hwy Ste 490 Austin, TX 78731



Hamilton County 220th District Court 102 N Rice St. Hamilton County, Texas 76531

Sandy Layhew, District Clerk

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In accordance with rule 107 sign the return. The signature sheriff, constable, or the clear following statement:	re is not required to be ver	ified. If the return i	s signed by	a person other than a
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Case 6:24-cv-00086-ADA-JCM" Document 18-5 Filed 07/19/24 Page 2 of 10

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Filed 6/12/2024 4:18 PM Sandy Layhew District Clerk Hamilton County, Texas Reviewed By: Angela Tubbs

## IN THE 220TH JUDICIAL DISTRICT COURT HAMILTON COUNTY, TEXAS

AGTEXAS FARM CREDIT SERVICES \$ and AGTEXAS, PCA \$ \$ Plaintiffs, \$ \$ NO.24-097-DCCV-00056 \$ DOUBLE H DAIRY, LLC, HENRIK HAUSCHILDT, AND RICARDA \$ HAUSCHILDT \$ \$ Defendants.

#### TEMPORARY RESTRAINING ORDER

On this day AgTexas Farm Credit Services and AgTexas, PCA (collectively "Plaintiffs" or "AgTexas"), presented their Request for Injunctive Relief. Plaintiffs appeared through their counsel.

After the Court heard the evidence and argument of counsel, the Court finds that AgTexas is entitled to the entry of a temporary restraining order, to be issued before notice can be served and a hearing held thereon, because Plaintiffs will suffer immediate and irreparable injury, loss or damage. Based on the facts proved at the hearing, the Court finds that there is probable cause to believe the following facts, which the Court finds support the entry of this order:

- 1. The pleadings on file in this cause are incorporated by reference. The Court takes judicial notice of its file as requested by AgTexas. The documents attached as exhibits to the Application of AgTexas for Injunctive Relief are incorporated by reference.
- 2. On or about August 1, 2022, Plaintiffs extended a loan to Defendant Double H in the original principal amount of \$635,000.00 (the "Loan"). The Loan provided financing to Double H to support its dairy operations. In connection with the Loan, Defendant Double H

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executed a Revolving Line of Credit Approval Notice and Loan Agreement (the "Loan Agreement") dated August 1, 2022 and a Promissory Note (the "Note") in the original principal amount of \$635,000.00 dated August 1, 2022. A true and correct copy of the Loan Agreement and the Note are attached hereto and incorporated herein as Exhibits A and B.

3. Defendant Double H also executed a Commercial Security Agreement (the "Security Agreement") dated August 1, 2022 securing all debts of Defendant Double H, including the Loan, in favor of Plaintiffs. A true and correct copy of the Security Agreement is attached hereto and incorporated herein as Exhibits C. The Security Agreement covers, among other things:

All Farm Products, Inventory, Goods, Equipment, Accounts, Payment Intangibles, and General Intangibles, including but not limited to all livestock, branded or unbranded, and including but not limited to all beef cattle, dairy cattle, sheep, goats, and swine and all progeny, offspring, livestock in gestation, and Proceeds therefrom, . . . (the "Collateral")

- 4. Defendants Henrik Hauschildt and Ricarda Hauschildt executed a Guaranty in favor of Plaintiffs guaranteeing payment and performance of each and every debt, liability and obligation of Defendant Double H, including but not limited to the Loan. A true and correct copy of the Guaranty is attached hereto and incorporated herein as Exhibit D.
- 5. The Loan Agreement, Note, Security Agreement, and Guaranty, are collectively referred to herein as the "Loan Documents."
  - 6. The Loan has matured under its own terms, has not been repaid, and is in default.
- 7. Defendant Double H operates a dairy in Hamilton County (the "Dairy"). Double H is at imminent risk of being evicted from the property on which it conducts its dairy operations. On May 28, 2024, in Cause no. EV9130271 in the Justice Court, Precinct No. 1, Hamilton County, Texas, Defendants sued to evict them from occupation of the Dairy. A true copy of the Sworn Complaint for Forcible Detainer of Defendants seeking eviction of

101049-0005 4869-5816-4421v1

Defendants from the Dairy is attached, marked Exhibit E, and is incorporated by reference. The eviction suit is set for trial on June 18, 2024. This event places Plaintiffs' Collateral at risk because the lactating dairy cows that are a part of the Collateral need daily milking, feeding, and care in the specialized environment of a dairy, and the other cows need daily feeding and care.

- 8. Plaintiffs need the assistance of the Court to enforce their lien under the Security Agreement and prohibit Defendants from selling, concealing, disposing, transferring, wasting, or destroying Plaintiffs' Collateral, because Defendants have refused to permit Plaintiffs to obtain possession of the cattle that are a part of the Collateral, and therefore this action cannot be taken without court process and is needed to avoid irreparable injury. Due to the highly movable nature of cattle, the need of the cattle to receive daily care, including milking, and the volatility in the cattle market, an injunction and temporary restraining order is necessary to protect Plaintiffs' interest in the Collateral.
- 9. The Court further finds and concludes that pursuant to § 65.011 of the Texas Civil Practice & Remedies Code, the Injunction requested by AgTexas is warranted, for the following reasons:
  - a. The Loan has matured and is in default.
  - b. Defendants have expressed an intent to sell the Collateral.
  - c. Defendant Double H is in danger of being evicted from its Dairy, which will place the Collateral that is cattle, especially the milking cows, at imminent risk of harm.
  - d. Defendant Double H does not have the financing capability that is needed to provide the daily feeding and care for the Collateral that is cattle.
  - e. If the cattle are not given required feed and care, there is an increased likelihood of death loss, resulting in the complete inability to sell the animal. This will result in a total economic loss to Plaintiffs due to the loss of the Collateral.
  - f. Plaintiffs need this Court's assistance to preserve their interest in the Collateral to prevent Defendants from disposing of the Collateral by any means, and transferring possession of the Collateral to Plaintiffs.

Temporary Restraining Order - Page 5

101049-0005 4869-5816-4421v1

16. AgTexas is likely to succeed on the merits of this lawsuit. If Defendants are not restrained or enjoined as requested herein, AgTexas will suffer imminent, irreparable injury, including their interest in the subject cattle. There is no adequate remedy at law for AgTexas' damages, as the damages could include the loss or death of its cattle collateral.

17. Defendants should be enjoined from interfering with Plaintiffs' exercise of their rights to protect their interests in the cattle collateral until such time as a trial on the merits of this matter may be held, and the respective rights and duties of all parties may be properly adjudicated.

18. The Court finds there is probable cause to believe that unless Defendants are immediately restrained and enjoined as provided in this order, damage to property of Plaintiffs will occur, and this will occur before the notice and hearing can be held in this cause, and that if these acts are carried out, Plaintiffs will suffer irreparable injury for which they have no adequate remedy at law.

#### It is therefore ordered:

That Defendants and their agents, servants, officers, directors, employees, and others controlling, controlled by or affiliated with them, and those in privity, are temporarily restrained from selling, disposing of or moving the cattle the subject of Plaintiffs' security interest from the Dairy without Plaintiff's written consent, and are Ordered to permit Plaintiffs to conduct reasonable inspections of these cattle on at least a daily basis to verify their health and head count. Plaintiffs are authorized to apply to this Court on an emergency basis to modify this Order if they reasonably conclude that the cattle are or will be moved from the Dairy by Defendants or third parties, or the health of these cattle is in danger, to obtain possession of the cattle that are the subject of their security interest or for other relief.

Temporary Restraining Order - Page 5

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Th	nis order shall	not be effec	ive unless	and until P	laintiffs	execute a	nd file v	with the cl	erk
a bond	with adequ	ate surety,	or altern	natively, a	cash	bond, i	n the	amount	of
\$ <u>10,000</u>		. If Plaintiff	s choose to	post a cash	bond, s	such funds	shall be	e deposite	d at
interest by	the clerk.								
A	hearing on Pl	aintiffs' app	ication for	temporary	injuncti	on is here	by set o	n the 26th	h
day of _	JUNE	, 20	24, in the	District C	Courtroo	m of this	Court	in Hami	lton
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#### **Automated Certificate of eService**

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

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Filing Description: TEMPORARY RESTRAINING ORDER

Status as of 6/12/2024 4:22 PM CST

Associated Case Party: AgTexas Farm Credit Services

Name	BarNumber	Email	TimestampSubmitted	Status	
Stephanie Schwab	24088370	sschwab@namanhowell.com	6/12/2024 4:18:09 PM	SENT	
David L. Lebas	12098600	dlebas@namanhowell.com	6/12/2024 4:18:09 PM	SENT	

FILED FOR RECORD Hamilton County, Texas

JUN 1 7 2024

# IN THE 220TH JUDICIAL DISTRICT COURT HAMILTON COUNTY, TEXAS

Sandy Layhew Clerk 220th District Court

AGTEXAS FARM CREDIT SERVICES
and AGTEXAS, PCA

Plaintiffs.

V.

NO. 24-097-DCCV-00056

NO. 24-097-DCCV-00056

NO. 24-097-DCCV-00056

HAUSCHILDT, AND RICARDA
HAUSCHILDT

Defendants.

#### **CASH BOND**

WHEREAS in the above-entitled and numbered cause, in which AgTexas Farm Credit Services and AgTexas, PCA are Plaintiffs, seeking injunctive relief against Defendants Double H Dairy, LLC, Henrik Hauschildt, and Ricarda Hauschildt, the Honorable Court did on the 12th day of June, 2024, sign an order granting a temporary restraining order against said Defendants and requiring Plaintiffs to make, execute, and file a bond in the sum of \$10,000.00, payable to the Hamilton County District Clerk's Office, in conformity with the law.

THEREFORE, KNOW ALL MEN BY THESE PRESENTS. that AgTexas Farm Credit Services and AgTexas, PCA do hereby acknowledge themselves bound to pay to the extent of the penal amount of this cash bond all damages and costs as may be adjudged against it for wrongfully requesting a restraining order in the aforesaid cause.

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AGTEXAS FARM CREDIT SERVICES and

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By: Its Buttondia Mangantv-Applicais

APPROVED this 18th day of Gune, 2024, by Strong Laubour District Clerk in and for the 2001 Judicial District Court in and for Hamilton County, Texas.

Br. Augila Inblos

FILED FOR RECORD Hamilton County, Texas

JUN 1 8 2024

Sandy Layhew Clerk 220th District Court

Cash Bond - Page 2

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